

Original Title Page

WHL/HLAG VESSEL SHARING AGREEMENT

FMC Agreement No. 201401

EXPIRATION DATE: None.

This Agreement has not been published previously.

TABLE OF CONTENTS

<u>Article</u>	<u>Name</u>	<u>Page</u>
1	Parties	1
2	Definitions	1
3	Undertaking and Purpose	2
4	Scope of the Agreement	3
5	Containers and Cargo	3
6	Term of the Agreement	3
7	Booking Procedure	4
8	Delivery of Containers and Terminal Operations	4
9	Slot Costs	5
10	Documentation and Liability	5
11	Applicable Law and Arbitration	6
12	Notices	7
13	Non-Assignment	7
14	Amendment and Embodiment	7
15	Further Agreements	7
16	Agreement Officials and Delegations of Authority	8
17	Relationship with Existing Agreement	8
	Signature Page	

1. Parties

The parties to this Agreement are

Wan Hai Lines Ltd. ("WHLL")
10th Floor
136 Sung Chiang Road
Taipei, Taiwan R.O.C. ZIP: 104

Wan Hai Lines (Singapore) PTE Ltd. ("WHS")
79 Anson Road #10-01
Singapore 079906

(WHLL and WHS will operate as a single party for purposes of this Agreement, and will be referred to herein as "WHL")

Hapag-Lloyd Aktiengesellschaft ("HLAG")
Ballindamm 25
20095 Hamburg
Germany

2. Definitions:

"Agreement" means this WHL/HLAG VESSEL SHARING AGREEMENT.

"Party" means either WHL or HLAG.

"Container(s)" means any ISO standard container(s) with a maximum height of 9'6" including any reefer and/or other special containers, provided they meet ISO standards. For the purpose of this Agreement, one FEU shall be equal to 2 TEUs.

"Vessel(s)" means a purpose built containership maintained in service by WHL or HLAG.

"Slot" means the space occupied by 1 x 20" x 8" x 8'6" or 1 x 20' x 8' x 9'6" ISO container for the predetermined maximum average gross weight.

"The Loading Party" means the Party on whose vessels (owned and/or operated) the containers are loaded.

"The Shipping Party" means a Party who is shipping containers on another Party's vessels.

"The Ship Provider" means the Party providing and operating a vessel or providing space under the terms of this Agreement.

3. Undertaking and Purpose

Subject to the terms and conditions hereinafter set forth, WHL and HLAG undertake to operate shared services and to allow each other to charter Slots on their Vessels for the carriage of Containers of the volume and on the terms hereinafter described.

Each Party undertakes to meet its commitment and pay any excess slot capacity to be chartered by it as hereunder described.

The Parties will operate a shared service known as the AA7. The Effective date shall be on or around April 26, 2023 at start of the first voyage at Shanghai

The Parties are authorized to engage in the following activities, to the extent permitted by the applicable law of the relevant jurisdictions within the scope of this Agreement, and subject to any applicable filing requirements:

(a) Consult and agree upon the type, capacity, speed, and total number of vessels to be used, the type, capacity, speed, and number of vessels to be contributed by each Party, including changes in the number of vessels provided by any Party, and substitution of vessels and the terms, conditions and operational details pertaining thereto. Initially, the service will be operated with twelve vessels, each with a declared capacity of approximately 7500 TEU to approximately 11,500 TEU at 10 metric tons homogenous, to be provided by WHL (8) and HLAG (4). The Parties may make changes to the foregoing without further amendment, including change of service names, except that: (i) changes to the total number of vessels in a shared service are authorized without amendment only within a range of four to nine; and (ii) changes to the size range of vessels in the shared service are authorized without amendment only up to 50 percent (higher or lower).

(b) Consult and agree upon the sailing patterns, ports to be called, port rotation, vessel itineraries, schedules, the number, frequency, and character of sailings at ports, transit times, adjustment of the speed of vessels (including slow steaming of vessels), on-time performance criteria and consequences for a Party failing to adhere to the established schedule and/or to load cargo in accordance with its obligations hereunder, and all other aspects of the structure, scheduling and coordination of vessels and services operated hereunder.

(c) Consult and agree upon terms and conditions, including advance notice, with respect to a Party's withdrawal of a vessel(s) or introduction of additional, substitute, or replacement vessels in the Trade and the characteristics (including but not limited to size, capacity, speed, configuration, delivery date) of such vessels.

(d) Consult and agree on vessel maintenance and repair matters, drydocking schedules, and the provision of temporary replacement or substitute tonnage.

(e) Consult and agree upon the allocation of space, on such terms as they may agree from time to time. Unless otherwise agreed by the Parties, space on each of the vessels deployed in the Service (up to the agreed declared capacity of each vessel) shall be allocated between the Parties in proportion to the total agreed declared capacity of the vessels contributed by each Party to the Service, as outlined above. The Parties may from time to time review and, subject to mutual agreement, change the agreed declared capacity of the vessels. Should a Party deploy a vessel above/below the agreed declared capacity, then, unless otherwise unanimously agreed: (a) the over/under provision shall be for that Party's merit/demerit; and (b) any resulting operational constraints in operating such vessel shall be borne by that Party alone. Neither Party shall sub-charter space on the AA7 service to a third party without the prior written consent of the other Party.

4. Scope of the Agreement

This Agreement shall cover the eastbound and westbound transportation of cargo between China, Taiwan, Vietnam, Singapore and Sri Lanka on the one hand and ports on the United States East Coast on the other hand. The foregoing geographic scope is herein referred to as "the Trade".

5. Containers and Cargo

A Shipping Party will be allowed to ship only dry-cargo Containers, reefers and empty Containers meeting the definition mentioned in Clause 2 hereof. Loaded Containers shall be in a seaworthy condition, containing lawful merchandise of any kind; including IMO cargo, properly packed and secured. Containers not meeting the above criteria may be refused for carriage. The Parties may also discuss and agree on the carriage of breakbulk, noncontainerized, and hazardous cargo, subject to the concurrence of the Loading Party. Notwithstanding the above, explosives and radioactive material shall not be accepted by the Loading Party.

6. Terms of the Agreement

(a) This Agreement shall commence on the later of (i) the date it becomes effective under the U.S. Shipping Act of 1984, as amended, and (ii) the date of first loading port of the first effective voyage (the "Effective Date"). The Agreement shall have a minimum period of 12 months after the Effective Date. Each Line shall have the right to issue a three (3) months written notice of its withdrawal from this Agreement without financial or other penalty, provided that such notice may not be given before nine (9) months having elapsed after the Effective Date of this Agreement.

Unless otherwise agreed, this Agreement shall nevertheless remain in force until the completion of all full roundtrip voyages which have commenced and not been completed by the date of termination.

This Agreement may be terminated at any time by mutual agreement of the Parties.

(b) If one Party commits any one of the following situations, the other Party has the right, by giving written notice, to terminate this Agreement immediately without prejudice to any already accrued rights and obligations.

- a) Commencement of dissolution procedure;
- b) Filing of bankruptcy or insolvency procedure; or
- c) Making a general assignment for composition with its creditors.

(c) If at any time during the term of this Agreement there shall be a change in the ownership or ultimate control of a Party or an agreement has been entered into for such a change of ownership or ultimate control ("Affected Party"), then the other Parties may, within six months of becoming aware of the change in ownership or control or the existence of the agreement to effect such change, terminate the Agreement in relation to the Affected Party by giving not less than six (6) months' Notice.

Notwithstanding Article 6a, this Agreement shall continue in force to the extent that each Vessel should complete its cargo discharge at the last port of her final voyage which commenced prior to the respective termination.

7. Booking Procedure

The Parties will book their requirements with each other's booking centers as may be designated from time to time. In all instances delivery closing dates, booking and documentation procedures of the Loading Party shall be adhered to.

8. Delivery of Containers and Terminal Operations

- a. The shipments of Containers under this Agreement shall be done under FIO terms. Delivery of the Containers and acceptance thereof shall be when the Containers are loaded on board and redelivery shall be effected and accepted once discharge operation of each Container commences.
- b. The Parties shall negotiate independently with and enter into separate individual contracts with marine terminal, stevedores, tug operators, other providers or suppliers of other vessel-related goods and services; provided, however, that the Parties are authorized to discuss, exchange information, and/or coordinate negotiations with marine terminal operators relating to operational matters such as port schedules and berthing windows; availability of port facilities, equipment and services; adequacy of throughput; and the procedures of the interchange of operational data in a legally compliant matter.

- c. Each Party shall be directly responsible for all payments relating to its Containers to the stevedores, terminals and the port, if any, including royalties and assessments in USA ports, and they shall be independently debited for all such operations, and shall settle all payments independently and separately, unless otherwise unanimously agreed from time to time if not feasible.

9. Slot Costs

The Parties shall agree on the amounts they shall charge one another for the carriage of loaded and empty Containers hereunder exceeding their entitlement, and may adjust said amounts as they may agree from time to time. The Parties shall also agree on the terms on which such amounts shall be paid to one another.

10. Documentation and Liability

- (a) The Parties shall agree on the terms of issuance of documentation for cargo moving hereunder, the terms and conditions contained in that documentation and the procedures to be followed with respect to the issuance and processing of such documentation. The Parties are also authorized to agree on their respective liabilities with respect to damage to cargo (including general average) and/or equipment and the procedure to be followed in handling claims for such damages.
- (b) Each Party undertakes that it will throughout the term of this Agreement and the VSA effect and maintain insurance cover on industry standard terms with reputable insurers in respect of hull & machinery, conventional P&I risks, general liability and liability to third parties (including liability arising out of the use and operation of containers and chassis). The P&I risk shall be placed with a P&I association that is a member of the International Group of P&I associations.
- (c) The Parties are authorized to discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time. Such matters, terms, conditions and procedures may be memorialized in such implementing agreements or manuals as the Parties may deem appropriate from time to time. Such implementing matters include, but are not limited to, record-keeping; cargo acceptance, handling and stowage; salvage; indemnification; documentation and bills of lading; the acceptance of dangerous, break bulk and out-of-gauge cargoes, and force majeure. In the event of a conflict between this Agreement and any implementing agreement, this Agreement shall govern.

11. Applicable Law and Arbitration

Any dispute or difference between the Parties arising out of, or in connection with this Agreement shall, if amicable settlement is not possible, be referred to and finally resolved by arbitration in London in accordance with the London Maritime Arbitrators Association (“LMAA”) Rules current at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause. This Agreement as well as any dispute or difference there from shall be governed by the Hague-Visby Rules and construed in accordance with the laws of England, except that nothing shall relieve the Parties of their obligation to comply with the US Shipping Act of 1984, as amended.

The reference shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other Party requiring the other Party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other Parties appoint own arbitrator and give notice that it has done so within the 14 days specified. If the other Party does not appoint its own arbitrator and give notice that it has done so within 14 days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of a sole arbitrator shall be binding on the Parties as if he had been appointed by agreement.

In cases where neither the claim nor the counterclaim exceeds the sum of USD 100,000) or such other sum as the Parties may agree, the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

The Parties shall keep confidential all litigation proceedings and awards made, together with all materials in the proceedings created for the purpose of the mediation, and all other documents produced by another Party in the proceedings not otherwise in the public domain, excepting disclosure to the extent required of a Party by law or to enforce or challenge an award in legal proceedings before a court or other tribunal with jurisdiction.

12. Notices

- (a) All legal process, notices or other formal communications required by or in connection with this Agreement shall be in writing and sent by letter or email as appropriate or written means as may be agreed, and addressed to the other Party at their official company address as follows:

Wan Hai Lines Ltd.
10th Floor
136 Sung Chiang Road
Taipei, Taiwan R.O.C. ZIP: 104

Wan Hai Lines (Singapore) PTE Ltd.
79 Anson Road #10-01
Singapore 079906

Hapag-Lloyd Aktiengesellschaft
Ballindamm 25
20095 Hamburg
Germany

- (b) Any such notices, legal processes or other formal communications shall be deemed to have reached the person to whom it is addressed 48 hours after posting or when dispatched.

13. Non-Assignment

The Parties each are a Party to this Agreement partly because of their ability to support the cohesion, operation, and viability of the Service and to attract business to the Service. No Party may be required to accept performance from or render performance to any entity under this Agreement other than the other Party. The rights of a Party under this Agreement herein shall not be assignable except to subsidiaries, parent companies or fellow subsidiaries, or with the prior written agreement of the other Party.

14. Amendment and Embodiment

This Agreement may not be amended, modified or rescinded except in writing and duly signed by authorized signatories of the Parties, and any amendment, addendum or appendix so signed shall constitute a part of this Agreement.

15. Further Agreements

The Parties are authorized to enter into further agreements with respect to routine operational and administrative matters to the extent necessary or desirable to implement the general provisions contained in this Agreement. Any further agreement contemplated by this Agreement, except to the extent such further agreement relates to routine operational and administrative matters, shall be filed with the FMC and become effective under the Shipping Act of 1984 prior to being implemented.

16. Agreement Officials and Delegations of Authority

The following are authorized to subscribe to and file this Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission:

- (i) Any authorized officer of each of the Parties; and
- (ii) Legal counsel for each of the Parties.

17. Relationship with Existing Agreement

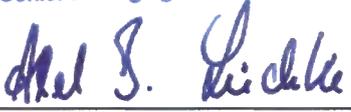
The Parties presently cooperate pursuant to the terms of FMC Agreement No. 201381. It is the intent of the Parties to continue cooperating pursuant to the terms of FMC Agreement No. 201381 until such time as the cooperation reflected in this Agreement has been fully implemented. The Parties recognize and agree that there will be a transitional period during which they are operating under both agreements at the same time, as cooperation under this Agreement is phased-in and cooperation under FMC Agreement No. 201381 is phased out. It is the intention of the Parties to terminate FMC Agreement No. 201381 once cooperation hereunder has been fully established. Notwithstanding the foregoing, the Parties agree that if during the period of time between the filing of this Agreement and the beginning of its operational implementation, either of them faces a legal, operational or other conflict or threat thereof with third parties as a result of this Agreement, then this Agreement shall be withdrawn and the Parties shall continue their cooperation under FMC Agreement No. 201381, and shall discuss and agree on such amendments to FMC Agreement No. 201381 as may be necessary or desirable.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed this 03 day of March 2023, to enter into this Agreement and to file same with the U.S. Federal Maritime Commission.

Hapag-Lloyd Aktiengesellschaft

By: 
Title: _____
Anders Boenaes
Senior Managing Director

By: 
Title: _____
Axel Lüdeke
Senior Director

Wan Hai Lines Ltd. and Wan Hai Lines (Singapore) PTE. Ltd.

By: _____
Title: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed this 03 day of March 2023, to enter into this Agreement and to file same with the U.S. Federal Maritime Commission.

Hapag-Lloyd Aktiengesellschaft

By: _____
Title:

By: _____
Title:

Wan Hai Lines Ltd. and Wan Hai Lines (Singapore) PTE. Ltd.

By: Eric Jeffrey
Title: Counsel for Wan Hai